

## **COLLECTIVE BARGAINING AGREEMENT**

**THIS AGREEMENT**, is made and entered into this 4<sup>th</sup> day of December, 2017, by and between the **TOWNSHIP OF BORDENTOWN**, a body corporate and politic, hereafter referred to as the "Township"; and the **BORDENTOWN TOWNSHIP POLICE SERGEANT'S ASSOCIATION**, hereafter referred to as the "Association";

**IN CONSIDERATION** of the mutual promises contained herein, **IT IS HEREBY AGREED AS FOLLOWS:**

### **ARTICLE 1**

#### **PURPOSE**

This Agreement is entered in order to promote harmonious relations between the Township and the Association, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning the terms and conditions of employment as agreed upon through good faith negotiations.

### **ARTICLE 2**

#### **RECOGNITION OF BARGAINING UNIT**

The Township recognizes the Association as the sole and exclusive collective negotiating representative for all members of the Bordentown Township Police Department holding the rank of Police Sergeant. All other members of the Police Department and all other Township Employees are specifically excluded.

### **ARTICLE 3**

#### **NON DISCRIMINATION**

The Township and the Association agree that all provisions of this Agreement shall be applied equally to all members of the Association in compliance with applicable laws against discrimination and without regard to political affiliation or membership or legitimate activity in the Association. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit of this contract without regard to actual Association membership.

### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

Section 4.1 The Township shall have the right to determine all matters concerning the management or administration of the Township and the Police Department, subject to the provisions of this Agreement.

Section 4.2 The Township shall have the right to make such reasonable rules and regulations respecting the conduct of the member employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. The Township agrees prior to the adoption of such additional rules and regulations to first advise the President of the Association of the proposed rule or regulations and afford the members of the Association the opportunity to be heard, but this shall not be applicable to existing rules and regulations.

Section 4.3 It is acknowledged by the Association that it is the position of the Township that it is within the management rights of the Township to establish the shift schedule for the Police Department and that any Agreement by the Township to provide for a 12 hour shift schedule shall not be construed to limit the right of the Township to determine all matters concerning the management or administration of the Township and the Police Department.

Section 4.4 Notwithstanding the position of the Township as to its management rights, the Township agrees to notify the Association at least 60 days in advance of any proposed change from the 12 hour shift schedule back to an 8 hour shift schedule and to afford the Association the opportunity to negotiate regarding any changes that may be required in this Agreement as the result of such a change in shift schedule. This provision shall not be applicable to temporary or emergency shift changes that the Chief of Police, or his designee, with the approval of the Township Committee, determines are necessary to meet temporary or emergency conditions in the Police Department.

Section 4.5 Nothing contained in this section shall be construed as a waiver by either the Township or the Association of what either believes to be its rights with respect to management determination or negotiability of shift schedules. Nothing in this Agreement shall be construed to infringe on the authority of the Chief of Police to exercise operational command of the Police Department.

Section 4.6 Notwithstanding anything above which might be read to the contrary, this Article is subject to and is to be read consistent with the New Jersey Public Employment Relations Act, *N.J.S.A. 34:13A-1, et seq.*

Section 4.7 All discretionary or permissive language contained within the Family Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), the New Jersey

Security and Financial Empowerment Act (NJ SAFE Act) (P.L. 2013, C. 82) and regulations promulgated pursuant to those statutes or other leave laws shall be a management prerogative. Leave time covered under FMLA, NJFLA, NJ-SAFE Act or other leave law shall be so designated for any time off covered under those laws. To the extent permitted by law, all absences or leaves which are also covered under any of the foregoing laws shall run at the same time.

Section 4.8 All references to "Chief of Police" shall include "or his designee."

## **ARTICLE 5**

### **SHIFT SCHEDULES**

Section 5.1 It is acknowledged that, at the time of this Agreement, the Township has in effect, a 12-hour work schedule. The current 12-hour work schedule is the result of negotiations between the parties and both parties recognize the 12-hour shift as an economic benefit.

Section 5.2 Nothing herein shall limit in any way any management right of the Township.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

Section 6.1 A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement including minor discipline. Matters within the jurisdiction of the Department of Personnel are not subject to the grievance procedure.

Section 6.2 No settlement of a grievance shall contravene the provisions of this Agreement.



Section 6.3 A day, as used in this Section, where the time limit is established as ten (10) days or less, is defined as a weekday, which shall exclude Saturday, Sunday and official, non-police Township holidays. A day, as used in this Section, where the time limit is established as eleven (11) days or more, is defined as a calendar day, except that where the last day upon which an action may or shall be taken falls on a Saturday, Sunday or official Township holiday, then the action shall be valid if taken on the next following day on which the Township offices are open for business.

Section 6.4 An aggrieved person must present the grievance in writing to (1) the Chief of Police within fifteen (15) days of the occurrence of the event giving rise to the grievance. The Chief of Police shall attempt to adjust the matter within fifteen (15) days by meeting with the aggrieved person and shall render a decision.

Section 6.5 If the aggrieved person is not satisfied with the decision required in Section 6.4, or if no decision is rendered within the fifteen (15) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Township Administrator within ten (10) days after the decision is rendered or after the expiration of the ten (10) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired. The aggrieved person shall serve a copy of the written grievance upon the Chief of Police and upon the President of the Association. The Township Administrator or the designated representative of the Township Administrator shall meet with the aggrieved person, the President of the Association, and the Chief of Police. The decision of the Township Administrator shall be rendered in writing, within thirty (30) days after the

grievance is presented to the Township Administrator with copies to the Township Committee and to the President of the Association.

Section 6.6 If the aggrieved person is not satisfied with the decision rendered in Section 6.5, or if no decision is rendered within the thirty (30) day period, it shall be presented to the Township Committee within thirty (30) days after the decision is rendered or after the expiration of the thirty (30) day period provided for in Section 6.5 if no decision is rendered. The written grievance shall include the information set forth in Section 6.5 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Township Administrator and the President of the Association. The Township Committee may meet with the aggrieved person and such other individuals whom the Township Committee may determine to be necessary or appropriate for the purpose of adjusting or resolving the grievance. The Township Committee shall render a final written decision on the grievance within thirty (30) days after receipt of the written grievance.

Section 6.7 In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 6.6, the Association may, within thirty (30) days after the decision of the Township Committee or within thirty (30) days after the 30<sup>th</sup> day next following the date the grievance was served on the Township Committee, whichever shall first occur, serve notice on the Township Committee, that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the *N.J.A.C. 19:12-5.1 et seq.* The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

Section 6.8 The aggrieved person shall have the right to appear alone or with a representative of his or her choice.

Section 6.9 If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

Section 6.10 Effective upon execution of this Agreement, the Township agrees to adhere to the Discipline Investigative Guidelines established by the Attorney General of the State of New Jersey.

## **ARTICLE 7**

### **SALARY**

Section 7.1 The annual wages of the employees recognized under this Collective Bargaining Agreement are set forth in Schedule A. The Township shall take the appropriate steps to introduce within thirty days of the execution of this Collective Bargaining Agreement, a salary ordinance to reflect the wages under Schedule A to be effective January 1<sup>st</sup> of each year.

Section 7.2 Annual Salaries and Paydays:

- a. All annual salaries, as represented on the annual salary scheduled, reflect the total annual salary to be paid to the employee based upon the normal working schedule of 84 hours in each 14 day pay period.
- b. The established annual salary shall be divided by 26 to determine the amount to be paid on each payday during the year.
- c. Whenever the calendar year shall result in a 27<sup>th</sup> payday during the year, as a result of paydays falling every 14 days, the annual wages shall be divided by 27 which shall be paid on the 27 paydays of the year.
- d. Whenever it shall be necessary to determine an hourly rate of pay for overtime purposes, the appropriate hourly rate shall be determined by dividing an officer's salary as set forth on Schedule A, by 2,184 hours. The overtime rate is 1 ½ times the employee's regular hourly rate of pay, as determined above.



Section 7.4 The Township shall have the right to make awards for meritorious service to employees who perform in an exemplary manner. The determination of the recipients and the amount of the awards shall be within the exclusive discretion of the Township.

Section 7.5 All adjustments in salary shall become effective on January 1<sup>st</sup> of each calendar year.

## **ARTICLE 8**

### **OVERTIME**

Section 8.1 Any member employee who shall work more than 84 hours during the established 14 day work period shall be compensated for the hours worked over 84 at one and one-half times the employee's normal hourly rate.

Section 8.2 When time changes due to going on or leaving day light savings time occur, the employee will be paid for the actual time worked, whether 11 hours or 13 hours at straight rate time.

Section 8.3 This provision shall be interpreted so that overtime, whether worked voluntarily or on a forced basis, shall not become straight time due to the fact that the employee utilized a contractual benefit day during the work period.

Section 8.4 This provision shall further be interpreted so that overtime, when worked on a forced basis, due to the extension of a shift because a replacement is not available, shall not become straight time due to the fact that the employee utilized a contractual benefit day.

Section 8.5 All employees are subject to being called for duty in an emergency. Whenever reasonably possible, employees scheduled for vacation shall be the last to be called for emergency duty, as determined by the Chief of Police or Township.



Section 8.6 For purposes of payroll calculations the work period shall commence at 12:01 a.m. Saturday and continue for a period of fourteen (14) calendar days.

Section 8.7 Whenever a member is working on an assigned 12 hour shift, any member who works more than 84 hours during the established 14-day work period shall be compensated for the hours worked over 84 at one and one-half times the normal hourly rate for that employee. No member employee shall be required to work more than 16 hours in any established 24-hour work day, except in the case of an emergency as determined by the Chief of Police. A manpower shortage due to scheduled vacations or normal sick leave shall not constitute an "emergency."

Section 8.8 Employees covered by this Agreement shall be permitted to accumulate compensatory time in a compensatory time bank at the rate of one and one-half (1 ½) time to a maximum of thirty-six (36) total hours at any one time. The option to receive paid compensation or compensatory time for extra duty work shall be at the employee's sole discretion. The employee shall have the sole option of utilization of said compensatory time off in the future subject to prior departmental approval.

Section 8.9 There shall be a minimum of six continuous hours between tours of work. In the event an employee is required to commence a tour without a minimum of six hours between the previous tour, the employee shall receive time and one half of his or her regular pay for all hours worked in the second tour.

Section 8.10 When it is necessary to contact Officers for voluntary overtime assignments, one call will be placed to the Officer's cell phone via e-mail and text message and said officer will be allotted a fifteen (15) minute callback window. If the Officer fails to return the text or e-mail in this period, the official will move on to the next designated Officer on the overtime list. No disciplinary action will be instituted for failing

to return texts or e-mails relating to voluntary overtime and the Chief of Police or his designee will make every effort to post such overtime details ahead of time via e-mail, thereby negating the need for placing calls to Officers.

Officers will also be afforded the right to request that they be removed from the voluntary overtime list if they wish not to be contacted for such assignments. This request for removal will be honored for a one (1) year period and may only be rescinded at the end of the calendar year.

Section 8.11 When mandatory overtime situations arise, the following contact procedures will now be initiated:

A text or e-mail will be placed to the Officer's cell phone along with a concurrent phone call made to their designated contact number (i.e. residential line, cell number). If no contact is made at the designated contact number, a message will be left on the home answering machine/voice mail system requesting an immediate callback. Officers will be afforded a ½ hour callback window and if no response is received in that period, the official is entitled to move to the next employee on the mandatory overtime list. The Chief of Police or his designee will make every effort to post anticipated mandatory overtime events (i.e. July 4<sup>th</sup>, New Year's Eve, etc.) ahead of time via e-mail thereby negating the need for placing calls to Officers. Officers will be responsible with providing the Chief of Police with the designated contact number of their choice (i.e. home phone, cell-phone, etc. . .) in which they can be reached.

It is understood that disciplinary action can be imposed if Officers fail to return calls relating to mandatory overtime matters.

Section 8.12 In situations where the Chief of Police or his designee needs to mobilize Officers for an emergency incident the same procedures outlined above for mandatory overtime will be followed.

It is understood that disciplinary action can be imposed if Officers fail to return calls relating to departmental emergency incidents.

Section 8.13 K-9 officers shall be entitled to accrue seven (7) hours of compensatory time per month for each month they are employed as a certified K-9 officer (not to exceed eighty-four (84) hours in a calendar year) for the purpose of caring for, training, and exercising their K-9 partners in accordance with the Fair Labor Standards Act (FLSA) and Garcia law. Officers shall be permitted to carry over accumulated compensatory time earned under this provision on a year-to-year basis.

Section 8.14 Any officer working a construction detail shall be paid at a rate of \$85.

## **ARTICLE 9**

### **UNIFORM MAINTENANCE**

The Township shall issue each employee covered under this Agreement appropriate uniforms and thereafter, each employee shall be responsible for the laundry, care and maintenance of the uniforms.

## **ARTICLE 10**

### **HOLIDAYS**

Section 10.1 The Township shall designate by Resolution twelve (12) holidays each year, applicable to members of the Association. For purposes of complying with this provision, the holidays designated in the Resolution shall be on the day on which the



specific holiday occurs, even though, because it may fall on a weekend, it may be generally celebrated on the preceding Friday or following Monday.

Section 10.2 Any member of the Association who is either not scheduled to work on a holiday and is required to work or who is required to work more than originally scheduled, shall receive payment for the added time at the rate of double time.

Section 10.3 For purposes of this Agreement, a Holiday shall be defined as being 8-hours in length for individuals working an 8 hour shift and 12 hours in length for individuals working a 12-hour shift.

## **ARTICLE 11**

### **PERSONAL DAYS**

Section 11.1 Each member of the Association shall be allowed three (3) personal days each calendar year with pay for personal leave purposes, provided that sufficient prior notification is given to the Chief of Police or his designee, so that arrangements can be made to provide coverage for the position in performing the Department's function.

Section 11.2 For purposes of this Agreement, a Personal Day shall be defined as being 8 hours in length for individuals working an 8 hour shift and 12 hours in length for individuals working a 12-hour shift.

## **ARTICLE 12**

### **VACATION**

Section 12.1 Members of the Association shall be entitled to annual paid vacation. Vacation is earned on a pro rata basis. Vacation will be earned in accordance with the following schedule:

**Completed Years of  
Continuous Service**

**Days of Paid Vacation**

Up to 1	One Day Per Month
1 to 5	12
6 to 12	15
13 to 20	20
21 or more	25

Section 12.2 A member of the Association who is taken ill on authorized vacation leave may report the circumstances to the Chief of Police by telephone or wire, and upon presentation of a physician's certificate, may be allowed to charge to sick leave the time lost by reason of illness on vacation leave.

Section 12.3 The "Completed Years of Continuous Service" shall mean the years of service completed to December 1<sup>st</sup> in each year.

Section 12.4 Vacation leave shall be selected annually in the following manner:

- (1) As per SOP #2008-125 and all procedures within as well as the following:
- (2) When in any calendar year that vacation or any part thereof is not granted by the Chief of Police, and there is not a reasonable period of time to request another leave, such vacation leave not granted shall accumulate and shall be granted during the next succeeding year.
- (3) Once vacation time has been selected by a member and approved by the Chief of Police or his designee, that vacation time shall be honored and shall not be changed by the Township, except in the case of an emergency determined by the Chief of Police and approved by the Township Committee where the cancellation of the scheduled vacation is deemed necessary in order to properly provide for public safety.
- (4) The association membership recognizes the Chief of Police or his designee's right to temporarily transfer officers from one squad to another in order to

maintain adequate staffing on that squad if it becomes depleted as a result of scheduled vacation or other unforeseeable occurrence (e.g. injury, retirement, etc.). The Chief of Police will make every effort to transfer an officer with comparable work experience to that of the officer being replaced.

(5) For purposes of this Agreement, a vacation day shall be defined as being eight hours in length for individuals working an eight hour shift and twelve hours in length for individuals working a twelve hour shift.

(6) Any unused vacation time shall not accumulate from year to year, except that when a member is precluded from using vacation leave by reason of an emergency as declared by the Chief of Police, the member shall be permitted to carry over that vacation leave which was so precluded to be taken, during the first six months of the following year.

## **ARTICLE 13**

### **SICK LEAVE**

Section 13.1 It is the intention of sick leave to accommodate those employees who are unable to report to work due to illness. Accordingly, member employees shall be entitled to sick leave, earned on a pro rata basis, annually in accordance with the following schedule:

<b>Completed Years of Continuous Service</b>	<b>Days of Paid Sick Leave</b>
Up to 1	One Day Per Month
1 or more	15

Section 13.2 Members shall be entitled to accumulate sick leave without restriction from year to year.



Section 13.3 Members shall be given a written accounting of accumulated sick leave days on or before February 1<sup>st</sup> of each year.

Section 13.4 The Township may require acceptable medical evidence of illness. The nature of the illness shall be stated on the doctor's certificate along with a statement from the doctor as to the prognosis.

Section 13.5 The Township may require that the certificate be provided by a doctor designated by the Township. The Township may require a further certificate from a doctor designated by the Township that the employee is physically able to return to full work duties. In any case where the Township requires a certificate from a doctor designated by the Township, the costs relating to the examination and the issuance of the certificate shall be the responsibility of the Township.

Section 13.6 An employee who does not expect to report for work because of personal illness shall notify the employee's immediate superior, or some other designated by the Township for that purpose, as shall be established by regulation within the department, by telephone or personal message, on or before the beginning hour of work for his/her position.

Section 13.7 Each member who does not use up all of his or her annual sick leave may, at the employee's option, receive payment for up to two-thirds of the unused sick days at the end of the calendar year. The maximum number of unused sick days a member can cash in during any given year is six (6) days, in exchange for which the member will receive a payment equaling four (4) sick days. It is the intention of this provision to allow a member to receive cash compensation for some of the unused sick time on an annual basis, requiring the member to "bank" at least some of the unused sick time against the potential of future needs for sick time. The payment would be

made by the end of January for sick leave unused from the previous year. A member who wishes to exercise the option for payment for unused sick leave shall be required to notify the Township Administrator and the Township Financial Officer not later than the 8<sup>th</sup> day of January of the respective calendar year in order to receive payment for the unused sick leave from the immediately preceding year.

Section 13.8 Each member shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited on the effective date of retirement. The supplemental compensation payment shall be computed at the rate of one-half of the daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of service prior to the effective date of retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

The payment of the supplemental compensation as provided in this section may be paid, at the option of the retiring officer, in equal quarterly payments over a period of eighteen (18) months following retirement.

Section 13.9 Retirement is defined as termination of employment with the Township for the purpose of being retired from one's former occupation or office based upon eligibility to apply for and receive a pension in accordance with the rules and regulations of the Police & Fireman's Retirement System.

Section 13.10 The definition of retirement shall not include involuntary termination of employment with the Township or termination of employment with the Township for purposes of seeking or accepting employment elsewhere.

Section 13.11 For purposes of this Agreement, a Sick Leave Day shall be defined as being 8 hours in length for individuals working an 8-hour shift and 12 hours in length for individuals working a 12- hour shift, except that all sick leave days earned prior to December 31, 1988, shall be calculated at the rate of 8-hour days.

## **ARTICLE 14**

### **BEREAVEMENT LEAVE**

Section 14.1 If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and be with the family without loss of pay from the day of death until the day after the funeral, but not more than a total of four (4) consecutive calendar days. If a death occurs among other members of an employee's family, the employee will be excused from work to attend the funeral without loss of pay for two (2) consecutive calendar days.

Section 14.2 The phrase "members of an employee's immediate family" shall mean spouse, child, mother, father, sister or brother.

Section 14.3 The phrase "other members of an employee's family" shall mean grandparent, grandchild, uncle, aunt, nephew, niece, cousin of the first degree or a step-relationship or in-law relationship to any particular relative defined as being either a member of an employee's immediate family or other member of an employee's family.

Section 14.4 The term "day" shall mean a calendar day as distinguished from a work day.

## **ARTICLE 15**

### **OTHER LEAVES OF ABSENCE**

Other leaves of absence may be provided with the provisions of *N.J.S.A. 40A:14-136* and *40A:14-137*.



## ARTICLE 16

### WORKERS' COMPENSATION INSURANCE

Section 16.1 As required by law, the Township shall provide, at its sole expense, workers' compensation coverage for each member employee. This coverage may be provided on an insurance basis or on a self-insured basis by the Township.

Section 16.2 Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the employer.

The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the employer may reasonably require the said employee to present such certificates from time to time.

In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the employee is attending an employer sanctioned training program shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefore, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

## **ARTICLE 17**

### **PERSONAL PROPERTY**

Section 17.1        The Township shall reimburse each member of the Association for the cost of prescription eyeglasses lost or damaged in the performance of duty, provided it shall not exceed \$75.00, upon presentation of a bill for such Article.

Section 17.2        The Township shall reimburse each member of the Association for the cost of a wrist watch lost or damaged in the performance of duty, provided it shall not exceed \$50.00, upon presentation of a bill for such Article.

Section 17.3        The member shall immediately notify the Chief of Police of the occurrence of loss or damage either during or immediately following the duty shift assignment to be eligible for the reimbursement.

## **ARTICLE 18**

### **SHOES AND JUMP BOOTS**

Section 18.1        The Township shall provide each member of the Association with one (1) pair of appropriate shoes (to be manufactured by Bates or equivalent) to be worn on duty at all times. Shoes shall be replaced as needed.

Section 18.2        The Township shall further provide each member of the Association with one pair of jump boots for use in inclement weather; the jump boots shall be replaced as needed, provided that an officer shall have the discretion to substitute a pair of shoes for the boots, provided that he submits that request at least one (1) week before they are ordered.

## **ARTICLE 19**

### **OTHER INSURANCE**

There shall be provided for all members the following insurance:

Section 19.1        Under the 2011 Pension and Health Benefit Reforms Bill (P.L. 2011 c.78) (P.L. 2011 c.2) 2011-20, Health Insurance coverages, *i.e.*, medical, hospitalization, and major medical, in effect at the time of the execution of this Agreement shall remain in effect during the term of this Agreement together with the availability of HMO or indemnity plan options.

Section 19.2        The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially similar benefits are provided.

Section 19.3        For purposes of this Agreement, coverage shall include, single, husband and wife, parent and child, or family coverage as applicable to the individual employee, at the expense of the Township.

Section 19.4        The employee shall have the right to elect coverage under the various plans which may be made available through the Township, subject to enrollment periods established by the plan providers.

The Township agrees to provide and pay for the premium, subject to the employee contributions set forth, for the benchmark plan as presently offered by the



Township for all members of the negotiation unit, their spouse and eligible dependents. Employees can enroll in an available alternate plan offered by the Township by paying the difference in cost, if any, between the alternate plan and the benchmark plan, provided, however, that if the plan selected by the employee triggers any excise tax levy or expense in addition to solely the premium itself, that cost shall be borne by the employee.

Employees will contribute towards the cost of health insurance, in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to IRS Section 125 salary reduction premium-only plans, in accordance with the Township's regular payroll practices.

Section 19.5        A member who retires shall be eligible to continue to be a member of any insurance group specified above for a period of two (2) years after the date of retirement, provided (1) the insurance company will allow this; (2) the retired member pays the full cost thereof, the payment of which is to be made to the Township Treasurer on or before December 1, March 1, July 1, and September 1 preceding the quarter for which coverage is sought. Retired members who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and will not be entitled to re-enroll. Retirement shall include early retirement or disability retirement under the applicable Rules established by the New Jersey Department of Personnel or the New Jersey Division of Pensions.

Section 19.6        The surviving spouse and dependent children of a member, who was a full-time employee of the Township at the time of the member's death, shall be entitled to continue to participate in the insurance coverage set forth in Section 1. The payment is to be made to the Township Treasurer on or before December 1, March 1,

July 1 and September 1 preceding the quarter for which coverage is sought. If the surviving spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

Section 19.7 – Police Professional Liability:

(A) The Township recognizes its obligations under *N.J.S.A. 40A:14-155*. Thus, as provided below, whenever a member shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of police powers in the performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding.

(B) The Township shall provide for insurance coverage or shall be responsible for indemnification of a member in accordance with the Township's Indemnification Ordinance adopted pursuant to the provisions of *N.J.S.A. 59:10-4*. The Township agrees to maintain the Indemnification Ordinance providing for the indemnification of employees held liable in any legal proceeding arising out of or directly related to the lawful exercise or performance of his or her official duties, except for punitive or exemplary damages or damages resulting from the commission of a crime.

Section 19.8 Police Accident and Income Protection as set forth in this Agreement.

Section 19.9 Participation in the New Jersey Police and Fireman's Retirement System.

Section 19.10 Effective upon execution of this Agreement, the Township will provide employees covered by this Agreement with a prescription plan equal to or better

than the plan in place on the date of execution of this Agreement, and the Township will bear 35% of the cost of the plan and the employees will bear 65% of the cost.

## **ARTICLE 20**

### **MAINTENANCE OF WORK OPERATIONS**

Section 20.1        The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, or will any of its members take part in any strike, (i.e. the concerted failure to report for duty or willful absence of an employee from his or her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), stoppage, slow-down, walk-out or other illegal job action against the Township. The Association agrees that such will constitute a material breach of this Agreement.

Section 20.2        The Association agrees that it will make every reasonable effort to prevent its members from participating in any job action such as described above.

Section 20.3        Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

## **ARTICLE 21**

### **PAID LEAVE FOR ASSOCIATION REPRESENTATIVES**

Section 21.1        Pursuant to *N.J.S.A. 40A:14-177*, the Township agrees to give a leave of absence from scheduled day of work with pay to the duly authorized representatives of the Association to attend any State or national convention of the Fraternal Order of Police, provided that:



(a) Such leave shall be limited in the aggregate to ten (10) days in a calendar year;

(b) Such leave shall not interfere with the normal functioning of the Police Department; and

(c) Such leave, when taken, shall not be subject to or affect overtime (for whatever reason) or shift differential payment, but such payment shall be made at the base annual salary.

Section 21.2 In accordance with the provisions of law, an employee shall not lose pay for any day lost from work as the result of attending a State or national convention as provided in Section 1 of this Article.

## **ARTICLE 22**

### **PART TIME EMPLOYMENT**

Section 21.1 Members of the Association who wish to engage in outside part-time employment, whether within or outside the boundaries of the Township must make application to the Chief of Police and obtain approval of the part-time employment.

Section 22.2 Approval may be denied if the proposed outside employment will result in a conflict with the employee's police duties.

Section 22.3 In the event that permission is not granted by the Chief of Police, the employee may appeal the decision to the Township Committee. The decision of the Township Committee shall be final.

Section 22.4 Part-time employment shall not be permitted in any case where it would make the Township liable for overtime pay or for any increase in its payroll, insurance or contributory costs.

Section 22.5           Effective August 1, 1989, whenever any outside employment shall be for security or police related purposes, whether in uniform or not in uniform, such employment shall be arranged through the Chief of Police with the review and approval of the Township Administrator, shall require an agreement between the Township and the outside employer whereby the outside employer will pay the Township at a rate to be established by the Township as sufficient to cover all costs related to the services provided, including overtime pay, fringe benefits and an administrative charge. The Township may require any such outside employer to maintain adequate insurance to protect the employee and the Township as additional insureds in the event of any claims arising out of such outside employment. The amount of insurance required of the outside employer shall not exceed the limits of coverage that the Township maintains for its own protection. Any employee working on such duties shall be compensated at one and one-half times the applicable hourly rate of the employee. The opportunities for such employment shall be offered on a rotating basis, beginning with the most senior employee. Any employee who is offered the opportunity shall, whether the opportunity is accepted or declined, move from the top of the seniority list to the bottom of the list so as to ensure rotation and a fair opportunity for all employees. An offer of outside employment which cannot be accepted by an employee due to a conflict with scheduled times that the employee is required to be on duty with the Township shall not be considered to be declined for the purpose of rotation of position on the list of those available for such outside employment.

Section 22.6           At all times when an outside contractor calls the employer for police officer service then such request shall be posted to provide members the opportunity to sign up. A rotating list shall be maintained for scheduled overtime opportunities.

## **ARTICLE 23**

### **BENEFITS TO BE PRO-RATED**

In the event that a member of the Association becomes initially employed in the Police Department, any benefits which he or she would enjoy under this Agreement, where applicable, shall be applied pro rata to the number of days of employment based on a 365 day year.

## **ARTICLE 24**

### **ASSOCIATION DUES**

The Township shall deduct Association Dues from the pay of each member who signs a written authorization for the Township to do so. These monies shall be paid to the Association's designated representative on a periodic basis.

## **ARTICLE 25**

### **CALL BACK AND COURT APPEARANCES**

When a member of the Association is called back to work at a time when he or she is off or when a member of the Association is called in for a court appearance, that person shall work for a minimum of two hours on each such occurrence and be paid accordingly. If the call back or court appearance lasts for less than the minimum two hours, the remaining time necessary to make up the two hours shall be utilized for other police related duties at the direction of the Chief of Police.

## **ARTICLE 26**

### **TRAINING PROGRAMS**

Section 26.1        The Township shall establish a program of training for police officers.



Section 26.2 In order to accomplish training goals a reasonable effort shall be made to enable each officer to attend one (1) training program per year, provided that the attendance at any training program can be accomplished by scheduling adjustments so that the Township will not be obligated for any overtime costs as the result of the training program.

Section 26.3 Any retraining or recertification required by law or by the New Jersey State Police Training commission, such as the required recertification on the firing range, shall not be considered as a training program for purposes of this Section.

Section 26.4 For purposes of this Agreement, a Training Day shall be defined as being eight (8) hours in length for pay purposes, notwithstanding whether the employee works an 8-hour or a 12-hour shift. In the event that the calculation of hours worked within a 14-day working period shall fall below 80-hours as a result of this provision, the affected employee shall be assigned such additional number of working hours that will enable the employee to deduct the necessary number of hours from vacation or personal days available to that employee in order to receive an entitlement to a full pay for the applicable 14-day working period.

## **ARTICLE 27**

### **"BULLETPROOF" VESTS**

Section 27.1 The Township agrees to provide each police officer with a "bulletproof" vest in accordance with "Rational Replacement Policy" guidelines recommended by E.I. Dupont DeNemours, Inc. to the International Association of Chiefs of Police dated October 12, 1985, which suggest vest replacement on a 5-year schedule.

Section 27.2 It is acknowledged and agreed that the Township shall develop a replacement schedule so that an equal number of vests shall be replaced each year on a 5-year schedule. It is understood that, in developing such a schedule, the first cycle of replacements may not take place on a 5-year basis so as to avoid a disproportionate number being replaced in any single year.

Section 27.3 The police officer receiving the vest shall be responsible for the maintenance of the vest and shall be required, in accordance with regulations established by the Chief of Police, to wear the vest at all times while on duty.

## **ARTICLE 28**

### **DEATH BENEFITS**

Section 28.1 In the event that an active Sergeant of the Township of Bordentown Police Department who is covered under this contract should die in the line of duty, the Township shall reimburse the affected family up to Eight Thousand Dollars (\$8,000) of necessary expenses related to the funeral.

Section 28.2 The Township agrees to provide paid medical benefits upon the death of a current Sergeant in the line of duty, to cover the employee's spouse and unmarried dependents under the age of 18. Coverage will terminate at the earlier of either of the following events: the spouse's remarriage or the spouse's coverage by another plan, but in any event coverage will terminate twelve (12) years after the death of said employee, at which time the spouse may purchase benefits at the group rate at his or her own expense.

## **ARTICLE 29**

### **BULLETIN BOARD**

The Township shall provide a bulletin board at a conspicuous location within the Police Department, a portion of which may be used by the Association for the posting of Association notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees. No matter may be posted in the designated Association area without receiving permission from the President of the Association. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. Approval for posting shall not be unreasonably withheld.

## **ARTICLE 30**

### **REVIEW OF PERSONNEL FILES**

Section 29.1        A personnel file shall be maintained for each employee covered by this Agreement. The personnel file is a confidential record and shall be maintained in the Office of the Chief of Police or at such other location as may be designated by the Township Committee. The personnel file may be used for evaluation purposes and as a record of the service of the employee with the Township.

Section 29.2        Upon advance notice and at reasonable times, the member may review his or her personnel file on a quarterly basis or at any time at which a personnel action involving that member is taken or proposed to be taken. An appointment for the review must be made through the Chief of Police or the person designated by the Township Committee as the custodian of the files.

Section 29.3        Whenever a written complaint or disciplinary action concerning a member is to be placed in the personnel file, a copy of the complaint or disciplinary action shall be made available to the member and the member shall have the opportunity to place his or her written comments on the complaint or disciplinary action



in the file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. If, however disciplinary action is taken on any complaint, then the member shall be furnished with all details of the complaint, including the identity of the complainant.

Section 29.4 All personnel files shall be carefully maintained and safeguarded permanently and nothing placed in the file shall be removed from the file. Removal of any material from a personnel file by any member of the Police Department shall subject that member to appropriate disciplinary action.

### **ARTICLE 31**

#### **NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled by law.

### **ARTICLE 32**

#### **PAST PRACTICES**

This Agreement supersedes any past practice not otherwise covered by this Agreement and it supersedes any previous Agreement, verbal or written between the parties or any of them.

### **ARTICLE 33**

#### **TERM AND RENEWAL OF AGREEMENT**

This Agreement shall have a term from January 1, 2017 through December 31, 2019. If the parties have not executed a successor Agreement by December 31, 2019,

then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

#### **ARTICLE 34**

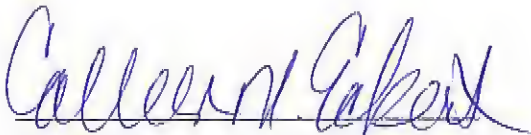
##### **FULL UNDERSTANDING**

This Agreement constitutes the entire understanding of the parties. It is the intent of the parties that during the term of this Agreement that neither side shall be required to negotiate or to re-negotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this Agreement, be governed by the provisions hereof. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with a majority representative before they are established.

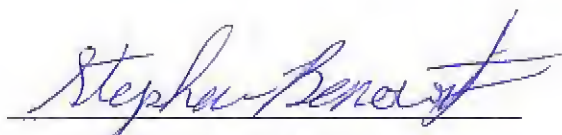
**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officials on the day and year above first written.

**ATTEST:**

**TOWNSHIP OF BORDENTOWN**



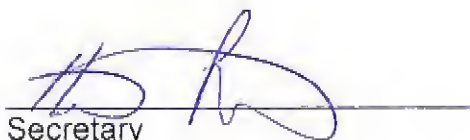
Colleen Eckert, Clerk



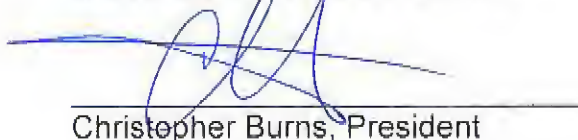
Stephen Benowitz, Mayor

**ATTEST:**

**BORDENTOWN TOWNSHIP POLICE  
SERGEANT'S ASSOCIATION**



Secretary



Christopher Burns, President

## AGREEMENT BETWEEN TOWNSHIP & BTPOA/BTPSA REGARDING DETECTIVE BUREAU ISSUES

1. Any Officer/Sergeant assigned to the Detective Bureau along with the administration Sergeant are not required to work the legal holidays in which municipal offices are closed so resolved by the Township each year but will still be paid for said days.
2. Any Officer/Sergeant assigned to the Detective Bureau along with the administration Sergeant will work an eighty (80) hour pay period with no reduction in pay whatsoever. For the purposes of their overtime rate, this will be computed on an eighty-four (84) hour pay period formula.
3. Any Officer/ Sergeant assigned to the Detective Bureau will receive \$300.00 clothing allowance for the purpose of purchasing work attire that will be made payable to the employees by January 31<sup>st</sup> of each calendar year.



Schedule A

SERGEANTS PAY SCALE FOR CONTRACTED YEARS:

<u>2017</u>	<u>2018</u>	<u>2019</u>
\$105,000	\$107,100	\$109,242

EFFECTIVE: JANUARY 1, 2017

New Jersey Public Employment Relations Commission  
**POLICE AND FIRE**  
**COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

**SECTION I: Parties and Term of Contracts**

1 Public Employer: Township of Bordentown County: Burlington  
2 Employee Organization: Bordentown Township Police Sergeant Association Number of Employees in Unit: 7  
3 Base Year Contract Term: 2016  
4 New Contract Term: 1/1/17 - 12/31/19

**SECTION II: Type of Contract Settlement (please check only one)**

5 ☒ Contract settled without neutral assistance  
6 ☐ Contract settled with assistance of mediator  
7 ☐ Contract settled with assistance of fact-finder  
8 ☐ Contract settled in Interest Arbitration  
9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes ☐ No ☐

**SECTION III: Base Salary Calculation**

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year \$ 561,213.95  
11 Longevity Costs in base year \$                       
12 Other base year salary costs  
CAFE 125 \$ 3600  
                     \$                       
                     \$                       
                     \$                       
Sum of "Other" Costs Listed in Line 12. \$ 3600  
13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$ 564,813.95

Employer: Employee Organization: 

Page 2

**SECTION IV: Increase in Base Salary Cost (for each year of New CNA)**14 Total Base Salary Cost from Line 13: \$ 564813.95

	Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15	Effective Date (month/day/year)	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16	Cost of Salary Increments (\$)	<u>33740</u>	<u>14700</u>	<u>14994</u>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17	Salary Increase Above Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18	Longevity Increase (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19	Total Increased Cost for "Other" Items (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20	Total Increase (\$) (sum of lines 16-19)	<u>33740</u>	<u>14700</u>	<u>14994</u>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**SECTION V: Average Increase Over Term of New CNA**

- 21 Dollar Increase Over Life of Contract \$ 63434 [Take sum of all amounts listed on Line 20 above]
- 22 Percentage Increase Over Life of Contract .112 % [Divide amount on Line 21 by amount on Line 14]
- 23 Average Percentage Increase Per Year .037 % [Divide percentage on Line 22 by number of years of the contract]



**SECTION VI: Other Economic Items Outside Base Salary and Increases**

		←Increases→						
24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6

**SECTION VII: Medical Costs**

		Base Year	Year 1
<b>Insurance Costs</b>			
26	Health Plan Cost	\$ 80520	\$ 55116
27	Prescription Plan Cost	\$	\$ 19176
28	Dental Plan Cost	\$	\$ 6228
29	Vision Plan Cost	\$	\$
30	Total Cost of Insurance	\$ 80520	\$ 80520

Employer: \_\_\_\_\_

Employee Organization: \_\_\_\_\_

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**SECTION VII: Medical Costs (continued)**

31 Employee Insurance Contributions

\$24999.30 \$24882

32 Contributions as % of Total Insurance Cost

31 % 31 %

33 Identify any insurance changes that were included in this CNA.

**SECTION VIII: Certification and Signature**

34 The undersigned certifies that the foregoing figures are true:

Print Name:

Jeffrey Elsassor

Position/Title:

CFO / CTC

Signature:

[Signature]

Date:

2/28/18

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/17 thru 12/31/19.

Employer: Bordentown Township  
County: Burlington  
Date: 2/28/18  
Name: Jeffrey Elsass  
Print Name  
Title: CTC/CFO  
Jeffrey Elsass  
Signature